

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re)
LEHMAN BROTHERS HOLDINGS INC., *et al.*,) Chapter 11
Debtors.) Case No. 08-13555 (JMP)
) (Jointly Administered)
)

**NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO RULE 3001(e)(2)**

A CLAIM HAS BEEN FILED IN THIS CASE (Lehman Brothers Holdings Inc., Debtor, Case No. 08-13555) or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Baupost Group Securities, L.L.C.

RBS Securities Inc.

Name of Transferee

Name of Transferor

Please see schedule to the attached agreement

Please see schedule to the attached agreement

Proof of Claim Amount

Proof of Claim Number

You are hereby requested to make all future payments and distributions, and give all notices and other communications, in respect of the Claim to the Transferee at the address below.

TRANSFEE: Baupost Group Securities, L.L.C.
Address: c/o Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704
Attn: Philip Wells

I declare under penalty of perjury that the information provided in this evidence and notice is true and correct to the best of my knowledge and belief.

By:

By: 

Date: 5/3/13

Name: Suneal Bedi

Title: Counsel for Transferee

Execution Version

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **RBS Securities Inc.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Baupost Group Securities, L.L.C.** ("Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (the "Purchased Claims"), in Seller's right, title and interest in and to the proof of claim numbers provided in Schedule 1 (the "Proofs of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent related to the Purchased Claims, (c) any and all proceeds of any of the foregoing, and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claims and specified in Schedule 1 attached hereto (collectively, as described in clauses (a)-(d), the "Transferred Claims").

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proofs of Claim relate to securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim include the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to Purchaser true and correct copies of any Notices of Proposed Allowed Claim Amount (the "Notices") received by Seller; (h) Seller did not (and will not) deliver a Response (as defined in the Notices) with respect to the Transferred Claims; and (i) on April 17, 2012, Seller received a distribution on account of the Transferred Claims in an aggregate amount equal to \$316,983.39 and on October 1, 2012, Seller received a distribution in an aggregate amount equal to \$291,247.49 (collectively, the "Retained Distributions"), and other than the Retained Distributions, Seller has not received any other distributions on account of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of

Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than five (5) business days) remit any payments, distributions, proceeds or notices received by Seller after the date hereof in respect of the Transferred Claims to Purchaser. If Seller fails to deliver such payments, distributions or proceeds within five (5) business days, then Seller shall also pay to Purchaser interest thereon at a rate per annum equal to the one-year LIBOR rate plus five percent (5.00%) from the date when due to (but excluding) the date when actually paid. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proofs of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 19 day of March 2013.

RBS SECURITIES INC.

By: _____
Name: _____
Title: _____

KAREN BREWER
DIRECTOR
600 Washington Boulevard
Stamford, Connecticut 06901

BAUPOST GROUP SECURITIES, L.L.C.

By: _____
Name: _____
Title: _____

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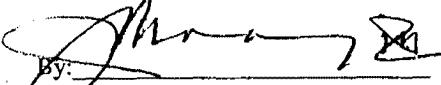
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 19 day of March 2013.

RBS SECURITIES INC.

By: _____
Name:
Title:

600 Washington Boulevard
Stamford, Connecticut 06901

BAUPOST GROUP SECURITIES, L.L.C.


By: _____
Name:
Title: James F. Mooney III
Partner

Schedule 1

Transferred Claims

Purchased Claim

100% of the following ISIN/CUSIPs in the Proofs of Claim listed below, in the denomination listed below.

Lehman Programs Securities to which Transfer Relates

Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Denomination and Principal/Notional Amount	Maturity
67474, 67475, 67476, 67477	6YR CHF DOMESTIC	CH0029197156	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 1,190,000.00	3/14/2013
59793	FX LINKED NOTE USDDKK	DK0030068242	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	DKK 11,000,000.00	12/16/2010
59794	USDDKK NOTE	DK0030106190	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	DKK 3,280,000.00	6/12/2011
62822	LOOK BACK CAPITAL PROTECTED NOTE LINKED TO OMX INX	SE0002379271	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	SEK 800,000.00	3/12/2012
67474, 67475, 67476, 67477	ITALIAN INFLATION LINKED NOTE	XS0176153350	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 430,000.00	10/10/2013
44616	ELN EXCHANGEABLE INTO RESONA HOLDINGS INC STOCK	XS0260996334	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 100,050,000.00	6/22/2011
44616	ELN EXCHANGEABLE MIZUHO TRUST AND BANKING CO.	XS0261618606	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 100,163,000.00	6/22/2011
44616	JPY/USD FX TARN NOTE	XS0263507278	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 50,000,000.00	8/11/2036
67475	MXN 3YR FIXED	XS0264737726	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	MXN 40,000,000.00	11/22/2009
55854	3 YEAR WORST OF AUTOCALLABLE ELN	XS0319211982	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 220,000.00	10/4/2010
55854	100% CAPITAL	XS0334918322	Lehman Brothers	Lehman Brothers	USD 200,000.00	1/10/2012

	PROTECTED NOTES LINKED TO A BASKET		Treasury Co. B.V.	Holdings Inc.		
55854	12NC3M USD DUAL ACCUAL	XS0339215351	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 210,000.00	2/15/2020
67474, 67475, 67476, 67477	10Y NC3M CALLABLE LIBOR RANGE ACCUAL NOTE	XS0339479841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 300,000.00	1/31/2018
55854	CAPITAL PROTECTED OIL NOTE	XS0339538448	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 120,000.00	2/15/2011
55854	AGRICULTURAL AUTOCALL	XS0344095871	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/15/2011
55854	AGRICULTURAL AUTOCALL PRINCIPAL PROTECETD	XS0346461634	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	3/18/2011
55854	CAPITAL PROTECTD NT BASKET OF INDICES	XS0346859084	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	3/18/2010
55854	12NC3M USD 30S 10S RANGE NOTE	XS0351984827	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 640,000.00	3/18/2010
67474, 67475, 67476, 67477	10YN NC3M CALLABLE LIBOR RANGE	XS0352111289	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 700,000.00	3/26/2018
67474, 67475 67476, 67477	10YR NC3M CALLABLE INDEX LINKED NOTE	XS0353349045	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 260,000.00	3/31/2018
55854	5NC6M FIXED CALLABLE LEHMAN	XS0364167006	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 650,000.00	5/21/2013
55854	TURBO NOTE LINKED TO THE SHARE OF C US	XS0364868058	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,000,000.00	5/27/2009
59675	LEHMAN BROTHERS UDI LINKED NOTES	XS0366684073	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	MXN 14,000,000.00	5/27/2013